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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

EDL

CATHERINE TREMBLAY,  
individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

CHEVRON STATIONS, INC., a  
Delaware Corporation,

Defendant.

Case No. 07-0909

**CLASS ACTION COMPLAINT**

1. Cal. Lab. Code § 226.7, Missed Meal Breaks & Rest Breaks
2. Cal. Lab. Code § 203, Continuing Wages
3. Cal. Lab. Code § 226, Improper Pay Stubs
4. Cal. Lab Code §§ 204, 510, and 1194, Failure to Pay Minimum Wage and Overtime Compensation
5. 29 U.S.C. §§ 206 and 207, Fair Labor Standards Act
6. Cal. Bus. & Prof. Code § 17200 *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, and for her causes of action against Defendant, alleges:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1441(b). Defendant constitutes an "enterprise" within the meaning of the Fair Labor Standards

1 Act, 29 U.S.C. § 203. See 29 U.S.C. § 203(r) (defining “enterprise”). Defendant is  
2 engaged in interstate commerce, with annual sales in excess of \$1,000,000 and with  
3 more than 1000 employees. This Court has federal-question jurisdiction under 28 U.S.C.  
4 § 1331. Furthermore, under 28 U.S.C. § 1367, this Court may exercise supplemental  
5 jurisdiction over Plaintiff’s state-law claims. There are no grounds that would justify  
6 this Court’s declining to exercise its jurisdiction pursuant to 28 U.S.C. § 1367. See 28  
7 U.S.C. § 1367(c) (explaining grounds on which courts may decline to exercise  
8 supplemental jurisdiction).

### 9 **PARTIES AND JURISDICTION**

10 2. Plaintiff CATHERINE TREMBLAY (“TREMBLAY”) is an individual  
11 who, during the time periods relevant to this Complaint, was employed within the  
12 County of Sonoma, State of California. Plaintiff is a resident of the County of Sonoma,  
13 State of California 94928.

14 3. Defendant CHEVRON STATIONS, INC. (“CHEVRON”) was and is a  
15 business organization doing business within the State of California. CHEVRON  
16 maintains numerous facilities throughout the State of California. CHEVRON does  
17 business in Sonoma County, California, and at all relevant times, CHEVRON employed  
18 Plaintiff and numerous other hourly paid employees in Sonoma County, throughout  
19 California, and throughout the rest of the United States. CHEVRON has significant  
20 contacts with Sonoma County, and the activities complained of herein occurred, in whole  
21 or in part, in Sonoma County.

### 22 **GENERAL ALLEGATIONS**

23 4. TREMBLAY worked for CHEVRON from approximately December 2006  
24 through April 2007 as a cashier at the CHEVRON gas station in Santa Rosa, California.

25 5. In or around April 2007, TREMBLAY provided CHEVRON with notice of  
26 her intent to conclude her employment with CHEVRON.

27 6. At all relevant times mentioned herein, section 201 of the California Labor  
28 Code provided that “wages earned and unpaid at the time of discharge are due and

1 payable immediately.” Cal. Lab. Code § 201. Similarly, section 202 of the California  
2 Labor Code provided:

3 If an employee not having a written contract for a definite period quits his or  
4 her employment, his or her wages shall become due and payable not later  
5 than 72 hours thereafter, unless the employee has given 72 hours previous  
6 notice of his or her intention to quit, in which case the employee is entitled  
7 to his or her wages at the time of quitting.

8 Id. § 202(a).

9 7. CHEVRON did not compensate TREMBLAY as required by sections 201  
10 and/or 202 of the California Labor Code, as TREMBLAY did not receive her final  
11 paycheck for weeks after her last day of work at CHEVRON.

12 8. Moreover, to date, TREMBLAY has not been compensated for all of the  
13 work that she performed for CHEVRON.

14 9. Furthermore, at all relevant times mentioned herein, section 203 of the  
15 California Labor Code provided:

16 If an employer willfully fails to pay, without abatement or reduction, in  
17 accordance with Sections 201, 201.5, 202 and 202.5, any wages of an  
18 employee who is discharged or who quits, the wages of the employee shall  
19 continue as a penalty from the due date thereof at the same rate until paid or  
20 until action therefor is commenced; but the wages shall not continue for  
21 more than 30 days.

22 Id. § 203.

23 10. TREMBLAY contends that CHEVRON’S failure to pay her within the time  
24 provided by sections 201 and/or 202 of the California Labor Code has been and is  
25 “willful” within the meaning of section 203 of the California Labor Code and that,  
26 accordingly, Plaintiff is entitled to the “continuing wages” provided for by section 203.

27 11. At all relevant times mentioned herein, section 1198 of the California Labor  
28 Code provided:

1 The maximum hours of work and the standard conditions of labor fixed by  
2 the [Industrial Welfare Commission] shall be the maximum hours of work  
3 and the standard conditions of labor for employees. The employment of any  
4 employee for longer hours than those fixed by [an] order or under  
5 conditions of labor prohibited by [an] order is unlawful.

6 Cal. Lab. Code § 1198.

7 12. At all relevant times mentioned herein, Wage Order Number 7 (as  
8 periodically amended) applied to TREMBLAY.

9 13. Wage Order Number 7 requires a one-hour wage premium for each day that  
10 an employee is not provided with a mandated ten-minute rest period per four-hour work  
11 period. See 8 Cal. Code Regs. § 11070(12). Additionally, Wage Order Number 7  
12 requires a one-hour wage premium for each day that an employee is not provided with a  
13 mandated thirty-minute meal period for any shift that is longer than five hours. See id.  
14 § 11070(11). Finally, Wage Order Number 7 requires that those who are employed more  
15 than eight hours in any workday or more than forty hours in any workweek receive  
16 overtime compensation. See id. § 11070(3).

17 14. The right to rest periods and meal periods has been codified in sections  
18 226.7 and 512 of the California Labor Code. At all relevant times mentioned herein,  
19 section 512 provided:

20 An employer may not employ an employee for a work period of more than  
21 five hours per day without providing the employee with a meal period of not  
22 less than 30 minutes, except that if the total work period per day of the  
23 employee is no more than six hours, the meal period may be waived by  
24 mutual consent of both the employer and employee. An employer may not  
25 employ an employee for a work period of more than 10 hours per day  
26 without providing the employee with a second meal period of not less than  
27 30 minutes, except that if the total hours worked is no more than 12 hours,  
28 the second meal period may be waived by mutual consent of the employer



1 and the employee only if the first meal period was not waived.

2 Cal. Lab. Code § 512(a). At all relevant times mentioned herein, section 226.7 provided:

3 If an employer fails to provide an employee a meal period or rest period in  
4 accordance with an applicable order of the Industrial Welfare Commission,  
5 the employer shall pay the employee one additional hour of pay at the  
6 employee's regular rate of compensation for each work day that the meal or  
7 rest period is not provided.

8 Cal. Lab. Code § 226.7(b).

9 15. During her employment with CHEVRON, TREMBLAY was routinely  
10 denied ten-minute rest breaks and thirty-minute meal breaks.

11 16. Compensation for missed rest and meal breaks constitutes wages within the  
12 meaning of section 201 of the California Labor Code.

13 17. At all relevant times mentioned herein, section 226 of the California Labor  
14 Code provided:

15 (a) Every employer shall, semimonthly or at the time of each payment of  
16 wages, furnish each of his or her employees, either as a detachable part of  
17 the check, draft, or voucher paying the employee's wages, or separately  
18 when wages are paid by personal check or cash, an itemized statement in  
19 writing showing (1) gross wages earned, (2) total hours worked by the  
20 employee, except for any employee whose compensation is solely based on  
21 a salary and who is exempt from payment of overtime under subdivision (a)  
22 of Section 515 or any applicable order of the Industrial Welfare  
23 Commission, (3) the number of piece-rate units earned and any applicable  
24 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,  
25 provided, that all deductions made on written orders of the employee may  
26 be aggregated and shown as one item, (5) net wages earned, (6) the  
27 inclusive dates of the period for which the employee is paid, (7) the name of  
28 the name of the employee and his or her social security number, except that

1 by January 1, 2008, only the last four digits of his or her social security  
2 number or an employee identification number other than a social security  
3 number may be shown on the itemized statement, (8) the name and address  
4 of the legal entity that is the employer, and (9) all applicable hourly rates in  
5 effect during the pay period and the corresponding number of hours worked  
6 at each hourly rate by the employee. The deductions made from payments  
7 of wages shall be recorded in ink or other indelible form, properly dated,  
8 showing the month, day, and year, and a copy of the statement or a record of  
9 the deductions shall be kept on file by the employer for at least three years  
10 at the place of employment or at a central location within the State of  
11 California.

12 . . . .

13 (e) An employee suffering injury as a result of a knowing and intentional  
14 failure by an employer to comply with subdivision (a) is entitled to recover  
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay  
16 period in which a violation occurs and one hundred dollars (\$100) per  
17 employee for each violation in a subsequent pay period, not exceeding an  
18 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an  
19 award of costs and reasonable attorney's fees.

20 . . . .

21 (g) An employee may also bring an action for injunctive relief to ensure  
22 compliance with this section, and is entitled to an award of costs and  
23 reasonable attorney's fees.

24 Id. § 226.

25 18. CHEVRON employed TREMBLAY but failed to provide her with the data  
26 required by section 226 of the California Labor Code. For example, CHEVRON failed  
27 to provide the total hours worked. CHEVRON also failed to provide information  
28 regarding the time and wages for pre and post-shift work performed by TREMBLAY but

not paid for by CHEVRON. Additionally, CHEVRON failed to provide the name and address of the legal entity that is the employer. Exhibit A attached hereto reflects certain of Plaintiff's wage statements.

19. At all relevant times mentioned herein, section 204(a) of the California Labor Code provided:

All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Id. § 204(a).

20. At all relevant times mentioned herein, section 510 of the California Labor Code provided:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of at least one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work. The requirements of this section do not apply to

the payment of overtime compensation to an employee working pursuant to any of the following: (1) An alternative workweek schedule adopted pursuant to Section 511. (2) An alternative workweek schedule adopted pursuant to a collective bargaining agreement pursuant to Section 514.

Id. § 510(a).

21. In regard to the employment of Plaintiff, the provisions of subparagraphs (1) and (2) of section 510 of the California Labor Code were inapplicable in that no alternative workweek schedule had been adopted pursuant to section 511 and Plaintiff's employment was not governed by any collective bargaining agreement.

22. At all relevant times mentioned herein, section 1194 of the California Labor Code provided:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this . . . overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Id. § 1194. At all relevant times mentioned herein, section 1194.2 of the California Labor Code provided that, "[i]n any action under . . . Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon." Id. § 1194.2.

23. Notwithstanding the foregoing requirements of law, Plaintiff was routinely denied payment of overtime wages, being compensated only for hours scheduled rather than for her actual hours worked. For example, Plaintiff was not compensated for work performed before and/or after her scheduled work shift.

### **CLASS-ACTION ALLEGATIONS**

24. The Class represented by Plaintiff consists of all natural persons who were



1 issued one or more paychecks by CHEVRON in California during the period beginning  
2 four years prior to the filing of this Complaint through the date of the filing of a motion  
3 for certification.

4 25. Plaintiff contends that Defendant's failure to provide the data required by  
5 section 226 of the California Labor Code entitles each Class Member to either actual  
6 damages or statutory damages, whichever is greater.

7 26. Plaintiff contends that Defendant's failure to pay wages as provided by  
8 section 226.7 of the California Labor Code entitles each Class Member to payment of  
9 such earned but unpaid wages owing on account of missed rest periods and meal breaks.

10 27. Plaintiff contends that Defendant's failure to pay overtime wages as  
11 provided by sections 204, 514, and 1194 of the California Labor Code entitles each Class  
12 Member to payment of such earned but unpaid overtime wages.

13 28. Plaintiff contends that Defendant's failure to make final wage payments  
14 within the time provided by sections 201 and/or 202 of the California Labor Code has  
15 been and is "willful" within the meaning of section 203 of the California Labor Code and  
16 that, accordingly, each Class Member who quit or was discharged is entitled to the  
17 "continuing wages" specified by section 203 of the California Labor Code.

18 29. The number of Class Members is great, believed to be in excess of one-  
19 thousand persons. It therefore is impractical to join each Class Member as a named  
20 plaintiff. Accordingly, utilization of a class action is the most economically feasible  
21 means of determining the merits of this litigation.

22 30. Despite the Class Members' numerosity, the Class Members are readily  
23 ascertainable through an examination of the records that Defendant is required by law to  
24 keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable  
25 by an examination of those same records.

26 31. Common questions of fact and of law predominate in the Class Members'  
27 claims over individual issues regarding the money owed to each Class Member.

28 32. There is a well-defined community of interest in the questions of law and

1 fact common to the Class Members.

2 33. Plaintiff's claims are typical of the claims of Class Members, which claims  
3 all arise from the same general operative facts, namely, Defendant did not compensate its  
4 employees as required by the California Labor Code. Plaintiff has no conflict of interest  
5 with other Class Members, and she and her counsel are able to represent the interests of  
6 other Class Members fairly and adequately.

7 34. A class action is a superior method for the fair and efficient adjudication of  
8 this controversy. The persons within the Class are so numerous that joinder of all of  
9 them is impracticable. The disposition of all claims of Class Members in a class action,  
10 rather than in individual actions, benefits the parties and the court. The interest of the  
11 Class Members in controlling the prosecution of separate claims against Defendant is  
12 small when compared with the efficiency of a class action. The claims of each individual  
13 Class Member are too small to litigate individually, and the commencement of separate  
14 actions in this Court would lead to an undue burden on scarce judicial resources.  
15 Further, the alternative of individual proceedings before the California Labor  
16 Commissioner is impractical inasmuch as that agency has insufficient resources to  
17 process such claims promptly and, under the provisions of California Labor Code section  
18 98.2, if the individual Class Members were to succeed in obtaining awards in their favor,  
19 such awards are appealable as a matter of right for a *de novo* trial in Superior Court,  
20 leading to a multiplicity of such trials in that court. Moreover, absent class treatment,  
21 employees will most likely be unable to secure redress given the time and expense  
22 necessary to pursue individual claims, and individual Class Members will likely be  
23 unable to retain counsel willing to prosecute their claims on an individual basis, given  
24 the small amount of recovery. As a practical matter, denial of class treatment will lead to  
25 denial of recovery to the individual Class Members.

26 35. There is a well-defined community of interest in the questions of law and  
27 fact common to the Class. The key questions are the same for each Class Member: (a)  
28 Was such Class Member an employee of Defendant? (b) Was such Class Member

1 discharged by Defendant? (c) Did the Class Member quit his or her employment with  
2 Defendant? (d) Was such Class Member paid his or her wages as provided by sections  
3 201 and/or 202 of the California Labor Code? (e) Did Defendant fail to timely pay Class  
4 members their minimum and overtime wages? (f) Did Defendant fail to pay Class  
5 Members for work performed before and/or after a work shift? (g) Did Defendant fail to  
6 provide Class Members with a thirty-minute, uninterrupted meal break? (h) Did  
7 Defendant fail to provide Class Members with a ten-minute rest period per four-hour  
8 work period? (i) Did Defendant commit unlawful business acts or practices within the  
9 meaning of California Business and Professions Code sections 17200 *et seq.*?

10 36. The interest of each Class Member in controlling the prosecution of his or  
11 her individual claim against Defendant is small when compared with the efficiency of a  
12 class action.

### 13 **FLSA COLLECTIVE-ACTION ALLEGATIONS**

14 37. In this collective action, Plaintiff seeks to represent all individuals who were  
15 employed by Defendant.

16 38. Plaintiff is similarly situated with the Collective-Action Members in that (a)  
17 Plaintiff and Collective-Action Members were employed by Defendant; (b) Plaintiff and  
18 Collective Action Members were not paid their wages for actual hours worked, instead  
19 being paid only for scheduled hours; (c) Plaintiff and Collective-Action Members were  
20 not paid for work performed before and/or after a work shift; (d) Defendant knowingly  
21 and willfully violated provisions of the Fair Labor Standards Act ("FLSA") by not  
22 paying Plaintiff and Collective-Action Members their wages; and (e) as a result of  
23 Defendant's practice of withholding compensation for all hours worked, Plaintiff and  
24 Collective-Action Members have been similarly damaged in that they have not received  
25 timely payment in full of their earned wages.

26 39. This action is maintainable as an "opt-in" collective action pursuant to 29  
27 U.S.C. § 216(b) as to claims for liquidated damages, costs, and attorney's fees under the  
28 FLSA.



1       40. All individuals employed by Defendant should be given notice and be  
2 allowed to give their consent in writing, i.e., to “opt in,” to the collective action pursuant  
3 to 29 U.S.C. § 216(b).

4                               **FIRST CLAIM FOR RELIEF**

5                               (Cal. Lab. Code § 226.7, Missed Meal and Rest Breaks)

6       41. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every  
7 allegation set forth in the Complaint.

8       42. During the Class Period, Plaintiff and Class Members generally were not  
9 provided time to take any ten-minute rest period during their work shifts.

10       43. During the Class Period, Plaintiff and Class Members generally were not  
11 provided time to take non-working thirty-minute meal breaks during their work shifts.

12       44. Accordingly, Plaintiff and each Class Member is entitled to compensation  
13 for one hour of pay for each work shift longer than four hours during which he or she  
14 was not provided a ten-minute rest period. Likewise, each Class Member is entitled to  
15 compensation for one hour of pay for each work shift longer than five hours during  
16 which he or she was not provided a thirty-minute non-working meal break.

17       45. Additionally, Plaintiff is entitled to costs and attorney’s fees, demand for  
18 which is hereby made in accord with the provisions of the California Labor Code.

19                               **SECOND CLAIM FOR RELIEF**

20                               (Cal. Lab. Code § 203, Continuing Wages)

21       46. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every  
22 allegation set forth in the Complaint.

23       47. Defendant’s failure to compensate Plaintiff and Class Members within the  
24 time provided by sections 201 and/or 202 of the California Labor Code, despite  
25 Defendant’s knowledge of its obligation to do so, was “willful” within the meaning of  
26 section 203 of the California Labor Code. Accordingly, Plaintiff, as well as each Class  
27 Member who has had his or her employment with Defendant terminated, is entitled to  
28 continuing wages from the date on which his or her wages were due until the date on



1 which Defendant makes payment of the wages, not to exceed thirty days.

2 48. Additionally, Plaintiff is entitled to costs and attorney's fees, demand for  
3 which is hereby made in accord with the provisions of the California Labor Code.

4 **THIRD CLAIM FOR RELIEF**

5 (Cal. Lab. Code § 226, Improper Pay Stubs)

6 49. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every  
7 allegation set forth in the Complaint.

8 50. Defendant employed Plaintiff and Class Members but failed to provide them  
9 with the data required by section 226 of the California Labor Code. For example,  
10 Defendant failed to provide information regarding the time and wages earned for pre and  
11 post-shift work performed by Plaintiff but not paid for by Defendant. Additionally,  
12 Defendant failed to provide information regarding the total hours worked. Additionally,  
13 Defendant failed to provide the name and address of the legal entity that is the employer.  
14 Accordingly, Plaintiff and each Class Member are entitled to damages, and Plaintiff is  
15 entitled to an injunction to prevent such misconduct in the future, as well as to costs and  
16 attorney's fees, demand for which is hereby made in accord with the provisions of the  
17 California Labor Code.

18 **FOURTH CLAIM FOR RELIEF**

19 (Cal. Lab Code §§ 204, 510, and 1194, Failure to Pay Minimum Wage and Overtime  
20 Compensation)

21 51. Plaintiff repleads, realleges, and incorporates by reference each and every  
22 allegation set forth in the Complaint.

23 52. Defendant employed Plaintiff and Class Members but failed to provide them  
24 with the overtime compensation required by sections 204, 510, 1194, 1194.2, and 1197  
25 of the California Labor Code. Defendant routinely paid employees for their scheduled  
26 time rather than for their actual hours worked. Accordingly, Plaintiff and each Class  
27 Member are entitled to damages and liquidated damages, and Plaintiff is entitled to costs  
28 and attorney's fees, demand for which is hereby made in accord with the provisions of

1 the California Labor Code.

2 **FIFTH CLAIM FOR RELIEF**

3 (29 U.S.C. §§ 206 and 207. Fair Labor Standards Act)

4 53. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every  
5 allegation set forth in the Complaint.

6 54. Defendant, by failing to pay Plaintiff and Class Members the wages due and  
7 owing them for work in excess of hours scheduled, has violated the FLSA by failing to  
8 provide at least minimum and overtime wages as required by 29 U.S.C. §§ 206 and 207.

9 55. Accordingly, Plaintiff and each Class Member are entitled to be paid  
10 according to proof at least the minimum and overtime wages for the hours they worked,  
11 as well as any additional damages specified by 29 U.S.C. § 216. Additionally, Plaintiff  
12 is entitled to attorney's fees and costs under the FLSA.

13 **SIXTH CLAIM FOR RELIEF**

14 (Cal. Bus. & Prof. Code § 17200 *et seq.*)

15 56. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every  
16 allegation set forth in the Complaint.

17 57. Defendant is a "person" within the meaning of section 17201 of the  
18 California Business and Professions Code.

19 58. As set forth in this Complaint, Plaintiff is informed, believes, and thereon  
20 alleges that, for the last four years, Defendant intentionally and improperly failed to  
21 comply with the California Labor Code and the FLSA.

22 59. Defendant's failure to comply with the California Labor Code and FLSA  
23 has resulted in Defendant's under-reporting to state authorities the wages earned by  
24 Class Members and Collective-Action Members, and it therefore has resulted in  
25 Defendant's under-paying state taxes, unemployment premiums, and workers'  
26 compensation premiums.

27 60. Additionally, Plaintiff is informed, believes, and thereon alleges that  
28 Defendant was able to compete unfairly by not complying with the California Labor

Code. By competing unfairly, Defendant has gained a competitive advantage over other comparable businesses in the State of California.

61. Accordingly, Defendant's failure to comply with the California Labor Code is an unfair and/or unlawful business activity prohibited by section 17200 *et seq.* of the California Business and Professions Code, and it justifies the issuance of an injunction, restitution, and other equitable relief pursuant to section 17203 of the California Business and Professions Code. All remedies are cumulative pursuant to section 17205 of the California Business and Professions Code.

62. Further, Plaintiff requests attorney's fees and costs pursuant to section 1021.5 of the California Code of Civil Procedure upon proof that she has acted in the public interest as set forth in the Labor Code Private Attorneys General Act.

**WHEREFORE**, Plaintiff prays judgment as follows:

1. That this Court certify the class and collective actions described in this Complaint.

2. With respect to the First Claim for Relief, that this Court enter judgment in favor of Plaintiff and Class Member for damages according to proof, interest, attorney's fees, and costs, each according to proof.

3. With respect to the Second Claim for Relief, that it be adjudged that the failure of Defendant to make payment of wages within the time prescribed by sections 201 and/or 202 of the California Labor Code was "willful" within the meaning of section 203 of the California Labor Code and that this Court award Plaintiff and Class Members damages according to proof, interest, attorney's fees, and costs, each according to proof.

4. With respect to the Third Claim for Relief, that this Court enter judgment in favor of Plaintiff and Class Members for damages, attorney's fees, and costs, each according to proof.

5. Also with respect to the Third Claim for Relief, that this Court grant Plaintiff an injunction in order to prevent Defendant from continuing to violate section 226 of the California Labor Code.

6. With respect to the Fourth Claim for Relief, that this Court enter judgment in favor of Plaintiff and Class Members for damages, attorney's fees, and costs, each according to proof.


7. With respect to the Fifth Claim for Relief, that this Court enter judgment in favor of Plaintiff and Collective-Action Members in the amount of damages according to proof, attorney's fees, statutory damages, and costs, each according to proof.

8. With respect to the Sixth Claim for Relief, that this Court enter judgment for restitution in an amount according to proof, for interest on any restitution, and for attorney's fees and costs.

9. For such further relief as the Court may order.

DATED: November 26, 2007


HARRIS & RUBLE

  
\_\_\_\_\_  
Alan Harris  
*Attorneys for Plaintiff*

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

HARRIS & RUBLE

  
\_\_\_\_\_  
Alan Harris  
*Attorneys for Plaintiff*



# EXHIBIT A

VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN ONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

**Chevron**

01/19/2007

D608568

P.O. Box 3009  
Bothell, WA 98041-3009**ADVICE OF DEPOSIT - NON-NEGOTIABLE****\$286.51**

775 1759

9AJA-1-2741

CATHERINE TREMBLAY  
710 CORTE BLANCO  
ROHNERT PARK, CA 94928

Not Valid After 6 Months

**NON-NEGOTIABLE**

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Id	Social Security	Status	Exemptions/Allowances	Number
CATHERINE TREMBLAY	054617	XXX-XX-4143	Single	US-0/0 CA-0/0	D608568

Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	01/08/07	01/14/07	01/19/07

Earnings	Rate	Units	Current	Year To Date	Direct Deposit Accounts	Amount
Shift Differential Field	9.0000	40.00	360.00	1,008.00	Checking	286.51
Total			360.00	1,008.00		

**Taxes**

Federal Income Tax	39.17	108.71
Social Security (FICA)	22.32	62.50
Federal Medicare	5.22	14.62
California Income Tax	4.62	12.42
California State Disability	2.16	6.05
Total	73.49	202.30

Your CCE number is: h133

W2 Gross	360.00	1,008.00
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Net Pay	286.51
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REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	054817	XXX-XX-4143	Single	02-0/0 CA-0/0	04054280		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/19/06	01/29/07	02/04/07	02/09/07

Earnings	Rate	Units	Current	Year To Date	Your CCE number is: 6133
Regular Hours	8.5000	24.00	204.00	405.00	
Shift Differential Field	9.0000	16.00	144.00	1,656.00	
Overtime - 1.5x	12.7500	0.80	9.38	6.38	
Total			354.38	2,070.38	

Taxes			
Federal Income Tax		38.33	221.56
Social Security (FICA)		21.97	128.36
Federal Medicare		5.14	30.02
California Income Tax		4.50	25.92
California State Disability		2.12	12.42
Total		72.06	418.30

After-Tax Deductions			
Child Support		28.84	57.68
Arrangements		11.54	23.08
Total		40.38	80.76

W2 Gross	354.38	2,070.38
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Net Pay	241.94
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Chevron Stations Inc. - 6001 BOLLINGER CANYON ROAD San Ramon, CA 94583



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Employee	Id	Social Security	Status	Exemptions/Allowances		Number	
CATHERINE TREMBLAY	054617	XXX-XX-4145	Single	US-0/0	CA-0/0	04052185	
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/18/06	01/22/07	01/28/07	02/02/07

Earnings	Rate	Units	Current	Year To Date
Regular Hours	8.5000	24.00	204.00	204.00
Shift Differential Field	9.0000	16.00	144.00	1,512.00
Total			348.00	1,716.00

Your CCE number is: h133

Taxes		
Federal Income Tax	37.37	183.25
Social Security (FICA)	21.57	106.30
Federal Medicare	5.04	24.88
California Income Tax	4.38	21.42
California State Disability	2.09	10.30
Total	70.45	346.24

After-Tax Deductions		
Child Support	28.84	28.84
Arrearages	11.54	11.54
Total	40.38	40.38

W2 Gross	348.00	1,716.00
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Net Pay	237.17
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Employee		Id	Social Security	Status	Exemptions/Allowances		Number
CATHERINE TREMBLAY		084817	XXX-XX-4149	Single	US-0/0	CA-0/0	04000381
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/18/06	02/19/07	02/25/07	03/02/07

Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133
Regular Hours	8.5000	24.00	204.00	1,020.00	
Shift Differential Field	0.0000	16.00	144.00	2,088.00	
Overtime - 1.5x				6.38	
Total			348.00	3,114.38	

#### Taxes

Federal Income Tax	37.37	333.69
Social Security (FICA)	21.57	193.08
Federal Medicare	5.05	45.18
California Income Tax	4.38	39.06
California State Disability	2.09	18.89
Total	70.46	629.60

#### After-Tax Deductions

Child Support	28.84	144.20
Arrearages	11.54	57.70
Total	40.38	201.90

W2 Gross	348.00	3,114.38
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Net Pay	237.16
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Employee	Social Security	Status	Exemption	Allowances	Number		
CATHERINE TREMBLAY	17 200-XX-4143	Single	US-0/	A-0/0	D608955		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1755		12/18/06	01/01/07	01/07/07	01/12/07

Earnings	Rate	Units	Current	Year To Date	Direct Deposit Accounts	Amount
Shift Differential Field	9.0000	32.00	288.00	648.00	Checking	232.68
Total			288.00	648.00		

## Taxes

Federal Income Tax	28.37	67.84
Social Security (FICA)	17.00	40.70
Federal Medicare	4.18	9.40
California Income Tax	3.18	7.50
California State Disability	1.73	3.89
Total	55.32	128.81

Your CCE number is: h133

W2 Gross	288.00	648.00
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Net Pay	232.68
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Employee	Id	Social Security	Status	Exemptions/Allowances		Number
CATHERINE TREMBLAY	054817	XXX-XX-4143	Single	US-0/0	CA-0/0	04070378

Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	03/26/07	04/01/07	04/06/07

Earnings	Rate	Units	Current	Year To Date
Regular Hours	8.5000	18.00	153.00	1,763.75
Shift Differential Field	9.0000	24.00	216.00	3,100.50
Overtime - 1.5x				19.14
Total			352.00	4,883.39

Your CCE number is: h133

**Taxes**

Federal Income Tax	37.97	524.90
Social Security (FICA)	21.82	302.77
Federal Medicare	5.10	70.81
California Income Tax	4.48	61.53
California State Disability	2.11	29.30
Total	71.46	989.31

**After-Tax Deductions**

Starbridge Option 1 - EE + 1	19.95	59.85
Starbridge Dental Employee + 1	7.90	23.70
Child Support	28.84	288.40
Arrearages	11.54	115.40
Total	68.23	487.35

W2 Gross	352.00	4,883.39
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Net Pay	212.31
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Employee	Social Security	Status	Exemption	Allowances	Number
CATHERINE TREMBLAY	00017 XXX-XX-4143	Single	US-0/0	CA-0/0	04056326

Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/18/06	02/05/07	02/11/07	02/16/07

Earnings	Rate	Units	Current	Year To Date	Your GCE number is: h133
Regular Hours	8.5000	24.00	204.00	812.00	
Shift Differential Field	9.0000	16.00	144.00	1,600.00	
Overtime - 1.5x				8.38	
Total			348.00	2,418.38	

Taxes	Current	Year To Date
Federal Income Tax	37.32	258.95
Social Security (FICA)	21.58	149.94
Federal Medicare	5.05	35.07
California Income Tax	4.38	30.30
California State Disability	2.09	14.51
Total	70.47	488.77

After-Tax Deductions	Current	Year To Date
Child Support	28.84	86.52
Arrearages	11.54	34.62
Total	40.38	121.14

W2 Gross	348.00	2,418.38
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Net Pay	237.15
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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	054517	XXX-XX-4143	Single	US-0/0 CA-0/0	04058339		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	02/12/07	02/18/07	02/23/07

Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133
Regular Hours	\$ 5.0000	24.00	204.00	816.00	
Shift Differential Field	\$ 0.0000	16.00	144.00	1,944.00	
Overtime - 1.5x				6.38	
Total			348.00	2,766.38	

Taxes		
Federal Income Tax	37.37	296.32
Social Security (FICA)	21.58	171.52
Federal Medicare	5.04	40.11
California Income Tax	4.38	34.68
California State Disability	2.09	16.60
Total	70.46	559.23

After-Tax Deductions		
Child Support	28.84	115.36
Arrearages	11.54	46.16
Total	40.38	161.52

W2 Gross	348.00	2,766.38
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Net Pay	237.16
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Employee	Id	Social Security	Status	Exemptions/Allowances	Number
CATHERINE TREMBLAY	054617	XXX-XX-4148	Single	US-0/0 CA-0/0	04062371

Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	02/26/07	03/04/07	03/08/07

Earnings	Rate	Units	Current	Year To Date	Your COE number is: h133
Regular Hours				1,020.00	
Shift Differential Field	9.0000	40.00	360.00	2,448.00	
Overtime - 1.5x				6.38	
Total			360.00	3,474.38	

Taxes		
Federal Income Tax	39.17	372.85
Social Security (FICA)	22.32	215.41
Federal Medicare	5.22	50.38
California Income Tax	4.62	43.88
California State Disability	2.16	20.85
Total	73.49	703.18

After-Tax Deductions		
Child Support	28.84	173.04
Arrearages	11.54	69.24
Total	40.38	242.28

W2 Gross	360.00	3,474.38
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Net Pay	246.13
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Employee	Id	Social Security	Status	Exemptions/Allowances		Number	
CATHERINE TREMBLAY	054617	XXX-XX-4143	Single	US-0/0	CA-0/0	04854383	
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	03/05/07	03/11/07	03/16/07

Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133
Regular Hours	8.5000	24.00	204.00	1,224.00	
Shift Differential Field	9.0000	16.00	144.00	2,592.00	
Overtime - 1.5x				6.38	
Total			348.00	3,822.38	

Taxes			
Federal Income Tax	37.37	410.23	
Social Security (FICA)	21.58	236.99	
Federal Medicare	5.04	55.42	
California Income Tax	4.38	48.06	
California State Disability	2.08	22.93	
Total	70.45	773.63	

After-Tax Deductions			
Child Support	28.84	201.88	
Arrearages	11.54	80.78	
Total	40.38	282.66	

W2 Gross	348.00	3,822.38	
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Net Pay	237.17		
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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	064617	XXX-XX-4143	Single	US-0/0 CA-0/0	04068370		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/18/06	03/19/07	03/25/07	03/30/07

Earnings	Rate	Units	Current	Year To Date
Regular Hours	8.5000	23.50	199.75	1,627.75
Shift Differential Field	9.0000	16.50	148.50	2,884.50
Overtime - 1.5x	12.7500	6.50	8.38	19.14
Total			354.63	4,531.39

Your CCE number is: h133

Taxes		
Federal Income Tax	38.37	486.93
Social Security (FICA)	21.89	280.95
Federal Medicare	5.15	65.71
California Income Tax	4.51	57.07
California State Disability	2.13	27.19
Total	72.15	917.85

After-Tax Deductions		
Starbridge Option 1 - EE + 1	19.95	39.90
Starbridge Dental Employee + 1	7.90	15.80
Child Support	28.84	259.56
Arrearages	11.54	103.88
Total	68.23	419.12

W2 Gross	354.63	4,531.39
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Net Pay	214.25
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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	054617	XXX-XX-4143	Single	US-0/0 CA-0/0	04000377		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/16/06	03/12/07	03/18/07	03/23/07

Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133
Regular Hours	8.5000	24.00	204.00	1,428.00	
Shift Differential Field	8.0000	18.00	144.00	2,736.00	
Overtime - 1.5x	12.7500	0.50	6.38	12.76	
Total			354.38	4,176.76	

Taxes		
Federal Income Tax	38.33	448.56
Social Security (FICA)	21.97	258.96
Federal Medicare	5.14	60.56
California Income Tax	4.50	52.56
California State Disability	2.13	25.06
Total	72.07	845.70

After-Tax Deductions		
Starbridge Option 1 - EE + 1	19.95	19.95
Starbridge Dental Employee + 1	7.90	7.90
Child Support	28.84	230.72
Arrearages	11.54	92.32
Total	68.23	350.89

W2 Gross	354.38	4,176.76
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Net Pay	214.08
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